

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE LIBOR-BASED FINANCIAL INSTRUMENTS ANTITRUST LITIGATION  THIS DOCUMENT RELATES TO:	Master File No. 1:11-md-2262-NRB
FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR AMCORE BANK, <i>et al.</i> ,  Plaintiff  v.  BANK OF AMERICA CORPORATION, <i>et al.</i> ,  Defendants.	No. 1:14-cv-01757

**NOTICE OF VOLUNTARY DISMISSAL**

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Plaintiff the Federal Deposit Insurance Corporation as Receiver (“FDIC-R”) for IndyMac Bank, F.S.B. (“IndyMac”), Superior Bank (“Superior”), and Washington Mutual Bank (“Washington Mutual”) only, by and through its undersigned attorneys, withdraws and dismisses certain discrete claims asserted in its operative Amended Complaint (No. 1:14-cv-01757, ECF No. 22) arising from the following contracts only: (1) ISDA Master Agreement between IndyMac and Defendant Royal Bank of Canada (“RBC”);<sup>1</sup> (2) ISDA Master Agreement between Superior and Credit Suisse First Boston International, predecessor-in-interest to Defendant Credit Suisse International (“CSI”);<sup>2</sup> (3) ISDA Master Agreement between Washington Mutual

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<sup>1</sup> Amended Complaint, No. 1:14-cv-01757, at ¶ 192, Ex. 39.

<sup>2</sup> *Id.* at ¶ 218, Ex. 45.

and Credit Suisse Financial Products, predecessor-in-interest to Defendant CSI;<sup>3</sup> (4) ISDA Master Agreement between Washington Mutual and Defendant HSBC Bank USA, N.A. (“HSBC”);<sup>4</sup> (5) ISDA Master Agreement between Homeside Lending, Inc., predecessor-in-interest to Washington Mutual and Defendant RBC;<sup>5</sup> and (6) ISDA Master Agreement between Washington Mutual and WestLB, predecessor-in-interest to Defendant Portigon AG.<sup>6</sup> The Defendants identified above, against whom these claims are asserted, have not served answers to the FDIC-R’s Amended Complaint, nor have they moved for summary judgment on such claims.<sup>7</sup>

The FDIC-R does not withdraw any other claims in this matter and reserves its rights in all other respects.

Dated: October 22, 2019

Respectfully submitted,

ZELLE LLP

By: /s/ James R. Martin

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*Attorneys for the FDIC-R*

SO ORDERED.

  
NAOMI REICE BUCHWALD  
UNITED STATES DISTRICT JUDGE

Dated: April 15, 2020

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<sup>3</sup> *Id.* ¶ 245, Ex. 59.

<sup>4</sup> *Id.* ¶ 246, Ex. 60.

<sup>5</sup> *Id.* ¶ 251, Ex. 66.

<sup>6</sup> *Id.* ¶ 253, Ex. 68.

<sup>7</sup> By withdrawing these claims, the FDIC-R does not concede any argument asserted by any Defendant in relation to these claims. Withdrawal of these specific claims shall not be construed as to prejudice, or as a waiver of, any other claim or argument asserted by the FDIC-R in this matter.